



2016 CITY WIDE ROOT FOAMING SERVICES OF SANITARY SEWER LINES

Dear Root Foaming Contractor:

The City of Belmont is requesting proposals for the application of chemical root foaming control agent to sanitary sewers as described in the attached RFP.

Qualified Contractors are invited to submit the proposal package. Proposals will be received at the Public Works Office, 1 Twin Pines Lane, Suite 385 Belmont, CA 94002 (hereinafter the City) at or before **4:00 pm local time, May 16, 2016.**

Should you be unable to respond to this request but know of a qualified candidate, please forward this information to that candidate. Thank you for your interest.

Tim Murray
Field Supervisor (650)
637-2932
tmurray@belmont.gov

**REQUEST FOR PROPOSAL
FOR A ROOT FOAMING CONTRACTOR
FOR THE CITY OF BELMONT**

1. GENERAL CONDITIONS

The City of Belmont is requesting proposals for the application of chemical root control agent to sanitary sewers, in order to kill the root growth present in the lines and to inhibit regrowth, without permanently damaging the vegetation producing the roots.

Proposal packages must be received no later than 4:00 pm., May 16, 2016. The City reserves the right not to accept late submissions. Proposal packages are to be submitted to the following location:

Public Works Department
City of Belmont
1 Twin Pines Lane, Suite 385
Belmont, CA 94002

Proposal packages will be reviewed, and those whose proposals most appropriately meet the City's needs will be considered.

Agreement for Service

The contract will be issued by the City of Belmont. A sample of the City's Master Service Agreement is attached for your review. Comments on this agreement should be included with your proposal package.

Project Administration

The selected Contractor will enter into a Master Service Agreement with the City of Belmont (example attached). The Belmont Public Works Field Supervisor (Sewer & Storm Drains) will supervise the project and coordinate the work.

2. GENERAL PROJECT INFORMATION

This is a request for Proposal packages for the application of chemical root foaming control agent to sanitary sewers for the City of Belmont, California. The City of Belmont is a residential community approximately 4.6 square miles in size and has a combination of both flat and hilly terrain. A project location map is shown in figure 1.

The City of Belmont maintains 82 miles of gravity main lines ranging in size from 6" to 27" diameter. The City's main lines are located in both the public right-of-way and public utility easements.

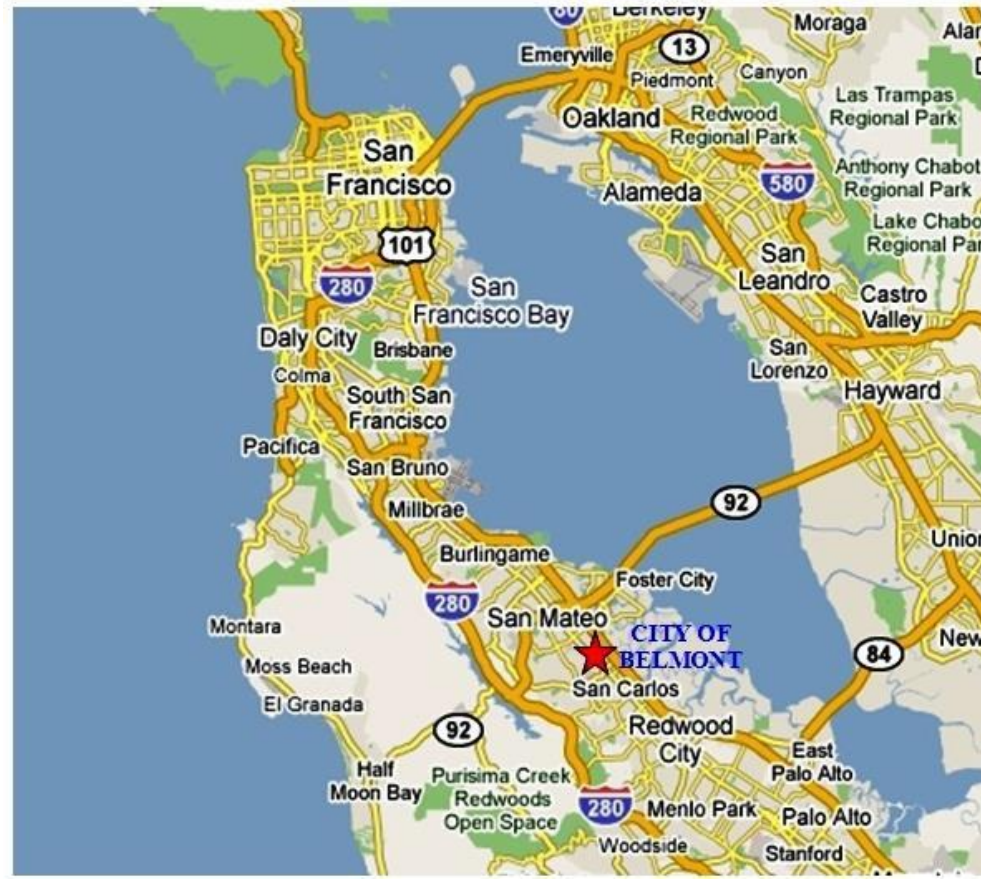


Figure 1

3. CONTRACT PERIOD

The initial term of the contract shall be for the period of one year. The contract may be extended for two additional years, with the mutual consent of the City of Belmont and Contractor. Unit prices shall be valid thru September 2018.

4. CONTRACTOR

Contractor warrants that it has a valid California license for work to be performed. The Contractor further agrees that upon request it will provide evidence of said license. Contractor shall be an independent contractor and shall meet the following special qualifications and requirements.

- A. Contractor must provide proof of CERTIFICATION and TRAINING by the herbicide manufacturer.
- B. Only CERTIFIED CREWS shall be used for application of the herbicide systems of control herein described.
- C. Contractor must be licensed by the state to apply "RESTRICTED USE" chemicals in sewer lines.
- D. Contractor shall submit with his Proposal package illustrative brochures or technical data, including a Material Safety Data Sheet (MSDS), and a specimen label of the product to be used for sewer root control.

- E. Contractor shall submit with this Proposal package a list of root foaming work performed in the past five years.

If awarded the contract, the Contractor, if it does not already have one, warrants and hereby agrees to obtain a City of Belmont Business License in accordance with the Belmont Municipal Code, Chapter 12, prior to the issuance of the Notice to Proceed. The Contractor further agrees that the license will be kept current throughout the term of the contract.

5. CONTRACTOR RESPONSIBILITIES

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

- A. Contractor's must be licensed with the California Department of Pesticide Regulation prior to the bid date. All contractors must have a minimum level of pesticide application experience, (see section 18), and employ a State Certified pesticide applicator on the job site at all times.
- B. Contractor shall provide Pollution Liability Insurance; in addition to all other insurance and bonds specified herein (see section 17).
- C. The Contractor shall provide a money-back guarantee on all work specified herein as set forth below (see section 11).
- D. The Contractor is responsible for all property damage and for all cleanup and restoration associated with any chemical spill.
- E. Where work is located in high-traffic areas, the Contractor shall place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public.
- F. The Contractor shall use a reduced-pressure-zone backflow prevention device or air gap whenever accessing fresh water for mixing chemical.
- G. The Contractor shall return upon request throughout the life of the guarantee to perform retreatment of sewer lines in accordance with guarantee requirements.
- H. The Contractor shall comply with all Federal, State and Local Laws, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers.
- I. Contractor is responsible for Certification of Payment of Prevailing Wages.
- J. Contractor shall obtain a permit and water meter from Mid-Peninsula Water District (MPWD) for construction water obtained from the City hydrant.

6. Requirement for Proposal Submission

Documents required to be submitted in the Proposal package are listed in the attached **Proposal Price Page**

7. SCOPE OF WORK

The Scope of Work includes providing all labor, materials, equipment and incidentals necessary to perform root foaming in sanitary sewers at various locations in the City of Belmont.

8. WORK TO BE DONE

Specific tasks include:

1. Coordinate with property owners/tenants on easement entry and provide written advance notice to property owners/tenants.
2. Provide appropriate traffic control devices during application of root foaming. Contractor shall maintain at least one traveled lane for both directions accessible to vehicular traffic.
3. Apply root foaming control product in sanitary sewer lines shown on attached maps. Contractor shall employ all precautions and handling requirements as recommended by the herbicide manufacturer and utilize adequate equipment on site. If manhole entry is required, contractor must comply with all applicable confined space entry requirements.
4. Remove from the site all discharge resulting from the root foaming applications and properly dispose of the discharge. Contractor shall comply with all federal, state and local regulations regarding disposal of herbicides and hazardous wastes.
5. Compile records for each line segment in which root control chemicals are applied.
6. Furnish product and service guarantee documentation to the City.

9. STORMWATER POLLUTION CONTROL

The Contractor shall conform to the Best Management Program (BMP) for storm water pollution prevention measures, and shall exercise every reasonable precaution to prevent the discharge of any material which is not solely stormwater (i.e., rain) to the storm drain system. Non-allowable discharges include, but are not limited to, eroded soil from stockpiles or disturbed earth on-site, concrete and concrete washout water, saw cut slurry, fuel, oil, and other vehicle fluids, solid wastes, and construction chemicals. The Contractor shall review the "Best Management Practices for the Construction Industry" brochures as available from City and implement such management practices as are appropriate to the work to be performed. The Contractor will be responsible for the complete cleanup of all material that is discharged from the project in violation of the Discharge Rules. Should the Contractor fail to promptly and effectively clean up such discharges, City may cause the cleanup to be performed by others, the costs to be deducted from any monies due or to become due the Contractor.

10. COMPLIANCE WITH LAWS

The Contractor is directed to ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to transportation of material (DOT), the application of sewer root control herbicides (US EPA), and traffic safety regulations. The Contractor's Federal DOT number and material EPA registration number must be submitted with Bid package.

11. GUARANTEE

The Contractor shall furnish product and service guarantee documentation explicitly stating each line segment in which root control chemicals are applied in the form of a letter on Contractor's letterhead, stating the location to which the guarantee applies, the guarantee period, and guarantee dates. The following guarantee criteria must be met.

- Kill all the protruding roots inside the sewer pipe that receive treatment
- Kill all the protruding roots at the lateral connections to the sewer mains
- Root killed – fall off, decrease in size, or do not increase in size within three (3) year period
- Blockages eliminated – no blockages caused by treated roots within three (3) years
- If these requirements are not met, the Contractors shall refund 100% the treatment costs for the sewer line segment (manhole to manhole) or retreat the sewer line segment at no cost to the City.
- Guarantee the work performed for a period of three (3) years beginning on the date of treatment of the sewer pipe segment (manhole to manhole)

12. TRAFFIC/SERVICE DISRUPTION, RESIDENT ACCESS AND NOTICES

The Contractor shall be responsible, during all phases of the work to provide for public safety and convenience. Root foaming operations shall be conducted in such a manner as to cause as little inconvenience as possible to the abutting property owners. Convenient access to driveways, houses and buildings along the line of work shall be maintained.

Work at the proposed locations shall be performed in coordination with the property owners affected by said operations. Work shall be conducted between 8:00a.m. and 5:00p.m., Monday through Friday. Prior to root foaming, the Contractor will have mailed or deliver in-person advance notices to residents/tenants who will be directly impacted by root foaming. The notice will also request that the residents/tenants notify the Contractor whether or not work can be done without the resident/tenant being home or if special arrangements must be made regarding safety to children, handling of pets, scheduling of work, etc. It is the contractor's responsibility to accommodate reasonable requests from the residents/tenants.

At least 72 hours in advance of starting work at a location, the Contractor shall mail or hand- deliver a notice to all the residents who will be impacted from the root foaming operation. The notification shall include a description of the work to be performed, expected dates and duration of work at that location affecting traffic and/or parking, Contractor's name and telephone number (for the purpose of taking emergency and complaint calls). A draft copy of this notice shall be submitted by Contractor at the pre-construction meeting. Final format and wording shall be subject to approval by City.

At least 72 hours in advance of starting work at an easement location, the Contractor

shall hand-deliver a notice to all residents who will be impacted from the root foaming operation where work will take place at the yard easement. The notification shall include a description of the work to be performed, expected dates and duration of work at the easement location, Contractor's name and telephone number (for the purpose of taking emergency and complaint calls). A draft copy of this notice shall be submitted by Contractor at the pre-construction meeting. Final format and wording shall be subject to approval by City.

All costs to Contractor for providing notification to residents shall be included in the various bid items and no additional compensation shall be made.

13. COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL

The chemical root control agent shall be registered with the EPA and the California Department of Pesticide Regulation, prior to the Bid package submission, and shall be labeled for use in sewers to control tree roots. The chemical Root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

A. Active ingredient:

1. Shall be a Category "E" compound, the most favorable rating attainable on the U.S. EPA's chronic exposure toxicological rating scale.
2. Shall not be considered a carcinogen, teratogen, mutagen, or oncogene, based on laboratory testing.
3. Shall not be on the California Proposition 65 List of Chemicals Known to Cause Cancer.
4. Shall be non-volatile in order to minimize exposure to collections system workers, treatment plant operators and homeowners through inhalation.
5. Products containing the active ingredient(s) metam-sodium or copper sulfate are not allowed.
6. Shall not be a precursor to NDMA (n-nitrosodimethylamine), a priority pollutant.

B. Surfactant system:

1. Shall produce a dense, small bubble, clinging foam, which sustains its shape for a minimum of one hour.
2. Shall enhance the penetration of herbicide into root masses.
3. Shall contain an Alkylpolyglucoside (formulations of vegetable oil and carbohydrate from agricultural products).
4. Surfactants designed to foam chemically, upon contact with water, shall not be accepted.

14. MANNER OF APPLICATION

All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label.

The application of material shall be performed in such a way as to contact and kill all of the roots within the primary main line sewer to be treated. In addition, material application will also be sufficient to penetrate up the services laterals five (5) to 10 (ten) feet. The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into the sewer under pressure as foam. Foam quality shall be sufficient to penetrate "wye" connections and effectively treat large diameter pipe. Therefore, applications of chemicals designed to generate foam "chemically" on contact with water shall not be accepted.

15. PROPERTY DAMAGES CAUSED BY THE CONTRACTOR

Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The Owner may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this contract with the Owner.

16. PROTECTION OF WASTEWATER TREATMENT PLANT

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process.

Notwithstanding the requirement that the active ingredient shall not adversely affect wastewater treatment plant processes, (See Section 13B,) in the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications, at the direction of the Owner. The contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the Wastewater Treatment Plant Operator.

The Contractor shall submit with the proposal package a recent study from an accredited research facility documenting the effects of the proposed product on wastewater treatment plant facilities. At a minimum, this study shall address the toxicity of the product on wastewater treatment plant biota, including nitrifiers and denitrifiers, the toxicity of the product on treatment plant effluent, and the environmental fate of the product. This requirement is mandatory.

17. INSURANCE REQUIREMENTS

Contractor shall acquire and maintain Workers Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to Contractor's services to be performed hereunder covering City's risks in form subject to the approval of the City

Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing services hereunder)
Professional Liability	\$1,000,000 per claim and aggregate

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, Contractor shall furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after CITY+ shall have received written

notification of cancellation or reduction in coverage by first class mail;

- (b) Providing that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (c) Naming the City of Belmont, its Council, officers, boards, commissions, employees, volunteers and agents, as additional insureds as respects: liability arising out of work or operations performed by or on behalf of Contractor; or automobiles owned, leased, hired or borrowed by Contractor.
- (d) Providing that Contractor's insurance coverage shall be primary insurance with respect to CITY, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Contractor's insurance and not contributory with it.
- (e) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- (f) If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
 - 1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the claims reporting requirements must be submitted to CITY for review.

Pollution Liability Insurance shall be required in addition to all other insurance required of the Contractor by the Owner, including any insurance described in the general conditions, any insurance required by law, or any other insurance requested by the Owner.

At the time of the proposal package submission, the Contractor shall submit written evidence that he has obtained pollution liability coverage. This coverage shall protect the Contractor, the Owner, and the Owner's officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,000 total loss. An "A" rated insurance company shall provide the Contractor's Pollution liability insurance.

18. QUALIFICATIONS

The Contractor shall demonstrate a minimum level of five (5) years direct experience in applying chemical sewer root control agents. The Contractor must have performed at least 10 other jobs similar in size and scope to the work specified herein, and have treated in excess of 750,000 linear feet of sanitary sewer with it's own personnel. Any work performed by subcontractors for the Contractor will not be considered.

The Contractor shall be licensed as a pesticide application business with the California Department of Pesticide Regulation prior to the bid opening. Contractors who do not meet the experience and other qualifications specified herein shall not be considered for award of the contract. Each bidder is required to submit with the bid a list of his qualifications applicable to root foaming projects. Experience with other local California governments, should be included.

All work shall be performed by Certified Pesticide Applicators licensed with the California Department of Pesticide Regulation. Certified Pesticide Applicators, shall have a minimum three years experience in performing the type of work specified, and shall each have personally performed a minimum of 500,000 linear feet of treatments as a Certified Pesticide Applicator. A minimum of three Certified Pesticide Applicators that are registered with the California Department of Pesticide Regulation, prior to the bid, is required. License numbers for these three applicators and years of experience shall be submitted with the bid. Additional proof of applicator experience may be requested by the Owner.

A. References

The Contractor shall include the name, address and telephone number of three to five clients for whom services similar to those described in this Proposal package have been performed.

B. Payment

Payment to the Contractor shall be made only after all work specified by the contract has been completed to the Owner's satisfaction, and all reports and submittals requested by the specification or the Owner have been received by the Owner.

C. Proposal package Submission

Proposal package must be submitted no later than 4:00 pm, **May 16, 2016** to:

Public Works Department
City of Belmont
1 Twin Pines Lane, Suite 385
Belmont CA 94002

D. Standard Master Service Agreement Contract

The City will use its Master Service Agreement Contract for this engagement, a copy of which is attached.

SELECTION PROCESS

Proposal packages will be evaluated based upon, but not limited to, related experience of the respondents, knowledge of the City, professional qualifications of the Contractor, costs, and overall Proposal package content.

Proposal packages will be reviewed by the City. Oral interviews of the most responsive firms will be scheduled shortly after the deadline submission date and may be conducted by phone at the option of the City. The Contractors selected for interviews will be notified of the selection as soon as possible.

The City reserves the right to reject any and all Proposal packages and to waive informalities and minor irregularities in any Proposal package reviewed. Further, the City may reject any Proposal package that does not conform to the instructions herewith. Additionally, the City reserves the right to negotiate all final terms and conditions of any agreement entered into.

Nothing in the Request for Proposal packages shall be deemed to commit the City to engage any Contractor.

Should you have any questions, please contact Tim Murray by email at *tmurray@belmont.gov*.

LIMITATIONS AND ADMINISTRATIVE MATTERS

The agencies reserve the right, at its sole discretion, to waive immaterial irregularities contained in any submittal.

In the event that a single response to this Request for Proposal package is submitted, the Request for Proposal package may be deemed a failure of competition and at the discretion of the agencies, the Request for Proposal package may be canceled.

The agencies reserve the right to change the schedule or issue amendments to the Request for Proposal package at any time. The agencies also reserve the right to cancel or reissue the Request for Proposal package.

The agencies reserve the right to reject any or all Proposal packages, at any time, without penalty.

The agencies reserve the right to negotiate all final terms and conditions of any agreements entered into.

Nothing in the Request for Proposal package shall be deemed to commit the agencies to engage any Contractor.

Any information contained in the submittal that is proprietary must be clearly designated. Marking the entire submittal as proprietary will be neither accepted nor honored.

The agencies reserve the right to refrain from contracting with any candidate.

The agencies shall not be liable for any costs incurred by the Contractor in preparation and presentation of any submittals or other activities prior to the execution of a contract for services between the agencies and the Contractor.

Contractors are liable for all errors or omissions contained in their Proposal packages.

Contractors will not be allowed to alter submittals after the deadline for submission. The agencies reserve the right to make corrections or amendments to documents due to clerical errors identified in submittals by the agencies or the consultants. All proposed changes must be in writing and authorized by the Public Works Director.

Contractors assume the risk of the method of dispatch chosen. The agencies assume no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt.

We look forward to your interest in this root foaming project.